

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INMUSIC BRANDS, INC.	09/28/2012

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	100 Front Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608

PROPERTY NUMBERS Total: 87

Property Type	Number
Patent Number:	5541781
Patent Number:	6871051
Patent Number:	8039724
Application Number:	13151986
Application Number:	13220990
Application Number:	13396236
Application Number:	13463462
Application Number:	13467319
Application Number:	13478474
Application Number:	13561775
Application Number:	13566174
Application Number:	13610215
Application Number:	13628760
Patent Number:	D654077
Patent Number:	D663302

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Patent Number:	D663734
Patent Number:	D663303
Application Number:	61570504
Application Number:	61570524
Application Number:	61594028
PCT Number:	US1138918
Application Number:	13299834
Application Number:	13494335
Application Number:	13547607
Application Number:	29407937
Application Number:	29411587
Application Number:	29420793
Application Number:	29424414
Application Number:	29428327
Application Number:	61415387
Application Number:	61548265
Application Number:	61565288
Application Number:	12948315
Application Number:	13099931
Application Number:	13215600
Application Number:	13246189
Application Number:	13274745
Application Number:	13346782
Application Number:	13442917
Application Number:	13463052
Application Number:	13561841
Application Number:	13621871
Application Number:	13627607
Patent Number:	D615595
Patent Number:	D621882
Patent Number:	D627829
Patent Number:	D657793
Patent Number:	D657794
Application Number:	29389025
Application Number:	29389141

	29389304
Patent Number:	D656551
Patent Number:	D668708
Patent Number:	D656552
Application Number:	29413388
Application Number:	29414926
Application Number:	29417570
Application Number:	61551236
Patent Number:	6175632
Application Number:	11824383
Application Number:	11957834
Application Number:	12828418
Application Number:	12952541
Application Number:	12929710
Application Number:	13294344
Application Number:	13313768
Patent Number:	D433011
Patent Number:	D444147
Patent Number:	D474150
Patent Number:	D491915
Patent Number:	D494158
Patent Number:	D518814
Patent Number:	D561177
Patent Number:	D555148
Patent Number:	D553641
Patent Number:	D553608
Patent Number:	D553118
Patent Number:	D560203
Patent Number:	D602914
Patent Number:	D636013
Patent Number:	D624053
Patent Number:	D663352
Patent Number:	D668709
Application Number:	29413994
Patent Number:	6448484

	D654345
Application Number:	29420794

CORRESPONDENCE DATA

Fax Number: 5089293177

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 508-926-3455

Email: trademark@bowditch.com

Correspondent Name: Roger P. Zimmerman

Address Line 1: 311 Main Street

Address Line 2: P.O. Box 15156

Address Line 4: Worcester, MASSACHUSETTS 01615

ATTORNEY DOCKET NUMBER:	060808.0565
NAME OF SUBMITTER:	Amanda Bernier
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Agreement”) is made as of the 28th day of September, 2012 by and between **INMUSIC BRANDS, INC.**, a Florida corporation with its principal place of business at 200 Scenic View Drive, Suite 201, Cumberland, Rhode Island 02864 (“inMusic Brands”) and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Front Street, Worcester, Massachusetts 01608 (the “Bank”).

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the “Loans”) to each of inMusic Brands, inMusic, LLC (“inMusic”), Numark International, Inc. (“Numark”) and Sonivox, L.P. (“Sonivox”) (inMusic Brands, inMusic, Sonivox and International individually a “Borrower” and collectively the “Borrowers”), pursuant to that certain Loan and Security Agreement dated as of even date herewith by and among Borrowers and Bank (as may be amended from time to time, the “Loan Agreement”). The Loans are secured pursuant to the terms of the Loan Agreement. Bank is willing to enter into certain financial accommodations with Borrowers, but only upon the condition, among others, that inMusic Brands shall grant to Bank a continuing security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrowers under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, inMusic Brands has granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of inMusic Brands’ Indebtedness (as defined below), inMusic Brands hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of its present or future indebtedness, obligations and liabilities to Bank, including, without limitation, all Obligations (as defined in the Loan Agreement) (hereinafter, the “Indebtedness”), inMusic Brands hereby grants a continuing security interest in all of its right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now

or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to inMusic Brands now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections now or hereafter existing, created, acquired or held, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, now or hereafter existing, created, acquired or held and the entire goodwill of the business of inMusic Brands connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. inMusic Brands authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement or evidence of same.

3. Covenants and Warranties. inMusic Brands represents, warrants, covenants and agrees as follows:

- (a) It is now the sole owner of the registered Intellectual Property Collateral except for non-exclusive licenses granted by it to its customers in the ordinary course of business, and with respect to unregistered Intellectual Property, unless Bank is notified otherwise by inMusic Brands, its use thereof remains unchallenged;
- (b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which it is bound except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;
- (c) During the term of this IP Agreement, inMusic Brands will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by inMusic Brands in the ordinary course of business or as set forth in this IP Agreement;
- (d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
- (e) inMusic Brands shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of inMusic Brands in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;
- (f) inMusic Brands shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights and Mask Works and promptly advise Bank in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights and Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless inMusic Brands determines that reasonable business practices suggest that abandonment is appropriate;
- (g) inMusic Brands shall promptly register the most recent version of any of its Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;
- (h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time inMusic Brands first has

rights in such after-acquired Intellectual Property Collateral in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by inMusic Brands of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by inMusic Brands in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of inMusic Brands with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) inMusic Brands shall not enter into any agreement that would materially impair or conflict with its obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. inMusic Brands shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in inMusic Brands' rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer or manager of inMusic Brands obtaining actual knowledge thereof, inMusic Brands will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of inMusic Brands to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at inMusic Brands' sole expense, any actions that inMusic Brands is required under this IP Agreement to take but which inMusic Brands fails to take, after ten (10) days' notice to inMusic Brands. inMusic Brands shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. inMusic Brands hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to inMusic Brands, any of inMusic Brands' plants and facilities that manufacture, install or store products (or that have done so during the prior twelve-month period) that are sold

utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to inMusic Brands and as often as may be reasonably requested, but not more than once in every twelve (12) months; provided, however, nothing herein shall entitle Bank access to inMusic Brands' trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, inMusic Brands will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) inMusic Brands hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of inMusic Brands and in the name of inMusic Brands, Bank or otherwise, from time to time in Bank's discretion, upon inMusic Brands' failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Section 6 of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining inMusic Brands' approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by inMusic Brands after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works in which inMusic Brands no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of inMusic Brands where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement.

(a) An Event of Default beyond any applicable grace or cure period occurs and is continuing under the Loan Agreement or any document from Borrowers to Bank, or

(b) inMusic Brands breaches any warranty or agreement made by inMusic Brands in this IP Agreement and such breach threatens to have or results in a material adverse effect upon any of the Intellectual Property Collateral.

8. Remedies. Upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter, Bank shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require inMusic Brands to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a non-exclusive, royalty-free license to use the Copyrights, Patents, Trademarks and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter. inMusic Brands will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. inMusic Brands agrees to defend, indemnify and hold harmless Bank and its officers, employees and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and inMusic Brands, whether under this IP Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as inMusic Brands shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to inMusic Brands all deeds, assignments and other instruments as may be necessary or proper to reinvest in inMusic Brands full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. INMUSIC BRANDS AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS IP AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON INMUSIC BRANDS BY MAIL AT THE ADDRESS SET FORTH IN THIS IP AGREEMENT. INMUSIC BRANDS HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HERAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

16. JURY TRIAL WAIVER. INMUSIC BRANDS AND THE BANK (BY ACCEPTANCE OF THIS IP AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES (AS DEFINED IN THE LOAN AGREEMENT) OR ANY SECURITY DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES OR ANY OF THE SECURITY DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, INMUSIC BRANDS HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. INMUSIC BRANDS CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS IP AGREEMENT AND MAKE THE LOANS.

17. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's subsidiaries or affiliates in connection with their present or prospective business relations with inMusic Brands; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that prior to the occurrence of an Event of Default, Bank shall require that such prospective transferees or purchasers exercise the same standard of care as the Bank is required to hereunder; (iii) as required by law, regulation,

subpoena or other order; (iv) as required in connection with Bank's examination or audit; and (v) as Bank considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

*THIS SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE*

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

INMUSIC BRANDS, INC.



Witness

By: 
Name: Paul R. Antrop
Title: Executive Vice President

BANK OF AMERICA, N.A.

Witness

By: _____
Name: Peter G. McCarthy
Title: Senior Vice President

STATE OF RHODE ISLAND

County of Providence

On this 26th day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of inMusic Brands, Inc.



Notary Public
My Commission Expires:



OFFICIAL SEAL
JEAN A. HARRINGTON
NOTARY PUBLIC - RHODE ISLAND
My Commission Expires 8-19-2016

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

INMUSIC BRANDS, INC.

Witness

By: _____
Name: Paul R. Antrop
Title: Executive Vice President

BANK OF AMERICA, N.A.



Witness

By: _____
Name: Peter G. McCarthy
Title: Senior Vice President

STATE OF RHODE ISLAND

County of Providence

On this ___ day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of inMusic Brands, Inc.

Notary Public
My Commission Expires:

EXHIBIT A – COPYRIGHTS:

SEE ATTACHED

EXHIBIT B – PATENTS:

SEE ATTACHED

EXHIBIT C – TRADEMARKS:

SEE ATTACHED

EXHIBIT D - MASK WORKS:

SEE ATTACHED

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
dated as of
SEPTEMBER 28, 2012
by and among
INMUSIC BRANDS, INC.

and
BANK OF AMERICA, N.A.

EXHIBIT A

Copyrights

TORQ 1.5, registration number TX7-256-308

TORQ 2.0, registration number TX7-377-346

Starburst Arcade Design, registration number VA-1-801-795

Computer Program for Music Mixing Device, registration number TX 4-825-186

Alesis HR 16-B Drum Voices, registration number SR-125-805

Alesis HR 16 Drum Voices, registration number SR-125-806

Alesis SR-16 Samples, registration number SR-131-345

Alesis Drum Machine Software, registration number TX-2-831-574

Alesis SR-16 Software Listing, registration number TX-3-055-259

EXHIBIT B

Patents

See Attached

EXHIBIT B TO IP SECURITY AGREEMENT

PATENTS OF INMUSIC BRANDS, INC.

Patent Number	Issue Date	Priority Date	Application Number	Filed	United States	Design	INDICATOR	
AD37-TOUCH SENSITIVE CONTROL WITH VISUAL INDICATOR	11/18/2011	13299834	002044339	Granted	United States	United States	AC TRANSFORMER	
ACV2-CASE FOR A TABLET COMPUTER	08/07/2002	0474150	002044339	Filed	United States	United States	ACV2-CASE FOR A TABLET COMPUTER	
ACV2-CONNECTOR	10/18/2011	0474150	002044339	Filed	United States	United States	ACV2-CASE FOR A TABLET COMPUTER	
ACV2-CASE FOR A TABLET COMPUTER HANDHELD AND MOBILE COMPUTING DEVICE ACCESSORIES	11/30/2011	0474150	002044339	Filed	European Community	European Community	ACV2-CASE FOR A TABLET COMPUTER	
AD03-CONTROL INTERFACE FOR MUSICAL APPLICATIONS ON HANDHELD COMPUTING DEVICES AD03-PIANO KEYBOARD AD05-KEYBOARD	05/21/2012	0474150	002044339	Granted	United States	United States	ACV2-CASE FOR A TABLET COMPUTER	
AD05-KEYBOARD AD05-MUSIC-ORIENTED CONTROLLER FOR A TABLET COMPUTING DEVICE BOOK SCANNING DEVICE BUTTON MATRIX BUTTON MATRIX AND METHOD OF MOLDING THEREOF	06/12/2012	0474150	002044339	Docketed	United States	United States	ACV2-CASE FOR A TABLET COMPUTER	
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	05/26/2010	0433011	02/06/2003	0491915	05/26/2010	0433011	02/06/2003	0491915
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	11/23/2010	0433011	02/06/2003	0491915	11/23/2010	0433011	02/06/2003	0491915
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	06/12/2012	0433011	02/06/2003	0491915	06/12/2012	0433011	02/06/2003	0491915
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	05/14/2012	0433011	02/06/2003	0491915	05/14/2012	0433011	02/06/2003	0491915
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	03/28/2006	0553641	03/28/2006	0553641	03/28/2006	0553641	03/28/2006	0553641
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	10/23/2007	0553641	03/28/2006	0553641	10/23/2007	0553641	03/28/2006	0553641
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	10/16/2007	0553641	03/28/2006	0553641	10/16/2007	0553641	03/28/2006	0553641
CDX-RECORD CONTROLLED SOUND PLAYBACK DEVICE CONNECTOR CONNECTOR D2 Director-MEDIA STORAGE MANAGER AND PLAYER DISC JOCKEY COMPONENT PLAYER AND MIXER APPARATUS DISC JOCKEY CONTROL SURFACE FOR CONTROLLING MULTIPLE MEDIA SOURCES (NC07) DISC JOCKEY TURNTABLE DISC JOCKEY TURNTABLE DISC JOCKEY VIDEO GAME CONTROLLER EFFECTS TRANSITIONS IN A MUSIC AND AUDIO PLAYBACK SYSTEM HYBRID ELECTRONIC DRUM PAD WITH MEMBRANE AND PIEZO SENSOR ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER ICDX-COMBINED MEDIA PLAYER AND COMPUTER CONTROLLER	01/22/2008	0553641	07/31/2007	0556023	01/22/2008	0553641	07/31/2007	0556023

EXHIBIT B TO IP SECURITY AGREEMENT

PATENTS OF INMUSIC BRANDS, INC.

Country	Patent Number	Application Date	Patent Date	Examination Date
European Community	001952920	11/25/2011	001952920	11/25/2011
United States	Granted	29392857	05/27/2011	D656551
United States	Granted	29400550	08/30/2011	D656552
European Patent Convention	Filed	12157749.8	03/01/2012	
United States	Filed	13346782	01/10/2012	
United States	Filed	29417570	04/05/2012	
United States	Filed	61587414	01/17/2012	
United States	Filed	13561841	07/30/2012	
United States	Granted	29331091	01/20/2009	D615595
United States	Granted	29355766	02/11/2010	D621882
United States	Granted	29365872	07/11/2010	D627829
United States	Filed	29394535	06/17/2011	
United States	Filed	61536096	09/19/2011	
United States	Granted	29352044	12/15/2009	D624053
European Patent Convention	Filed	111900585	11/22/2011	
United States	Filed	13274745	10/17/2011	
United States	Granted	29246269	03/28/2006	D553608
United States	Granted	29246073	01/20/2006	D561177
United States	Granted	29246087	02/02/2006	D555148
European Patent Convention	Filed	121692891	05/24/2012	
United States	Filed	13463052	05/03/2012	
United States	Filed	29414926	03/06/2012	
United States	Granted	29389021	04/06/2011	D657793
United States	Filed	29389025	04/06/2011	
United States	Granted	29389022	04/06/2011	D657794
United States	Filed	61551236	10/25/2011	
European Patent Convention	Filed	121676225	05/11/2012	
United States	Filed	13442917	04/10/2012	
European Community Design	Filed	002088252	08/15/2012	
European Community Design	Filed	13442912	04/10/2012	
European Community Design	Filed	002088252	08/15/2012	

EXHIBIT B TO IP SECURITY AGREEMENT

PATENTS OF INMUSIC BRANDS, INC.

Case Number	Country	Status	Filed	Docketed	Issue Date	Grant Date
ISC31-MOBILE DEVICE PHOTO SCANNER ISOAP-MOBILE PHONE SPEAKERPHONE WITH UN- PAIRING MECHANISM (ISPOAP)	United States	United States	Filed	29413388	02/15/2012	
ISPOA-SPEAKERPHONE	United States	United States	Filed	29389141	04/07/2011	
ISPOC-SPEAKERPHONE	United States	United States	Filed	29389304	04/08/2011	
IT19-METHOD AND SYSTEM FOR RECORDING ANALOG AUDIO FROM A VINYL RECORD TURNTABLE TO A HANDHELD COMPUTING DEVICE	European Patent Convention	Filed	111849709		09/27/2011	
IT19-METHOD AND SYSTEM FOR RECORDING ANALOG AUDIO FROM A VINYL RECORD TURNTABLE TO A HANDHELD COMPUTING DEVICE	United States	Filed	13246189		09/27/2011	
iUK1-COMPUTER ENABLED KARAOKE MACHINE (iUK1)	United States	Filed	13215600		08/23/2011	
KNOB	United States	Granted	29393817		06/09/2011	D654345
LDK5-ELECTRONIC DRUM MODULE LDMO-METHOD AND SYSTEM FOR INSTALLING SOUND SETS IN ELECTRONIC SYNTHESIZERS AND DRUMSETS	United States	Granted	29361851		05/17/2010	D663352
LDPH2-ELECTRONIC HI-HAT CYMBAL CONTROLLER LDPH-ELECTRONIC HI-HAT CYMBAL CONTROLLER LDPT-ELECTRONIC CYMBAL	United States	Filed	12948315		11/17/2010	
LDPT-IMPROVED ELECTRONIC CYMBAL LDT1-ELECTRONIC DRUM KIT AND MODULE CONFIGURED FOR A TABLET COMPUTING DEVICE LP2GO-VINYL RECORD TURNTABLE HAVING INTEGRATED DOCKING STATION FOR A PORTABLE MEDIA PLAYER (LP2GO)	United States	Filed	13561775		07/30/2012	
LQPK-KEYTAR CONTROLLER WITH PERCUSSION PADS AND ACCELEROMETER	European Patent Convention	Filed	13220990		08/30/2011	
LQPK-KEYTAR CONTROLLER WITH PERCUSSION PADS AND ACCELEROMETER	United States	Filed	121692974		05/24/2012	
LQPS-KEYTAR HAVING A DOCK FOR A TABLET COMPUTING DEVICE	European Patent Convention	Filed	13467319		05/09/2012	
LQPS-KEYTAR HAVING A DOCK FOR A TABLET COMPUTING DEVICE	United States	Filed	13396236		02/14/2012	
LRPD-HANDHELD COMPUTING DEVICE CASE WITH AUDIO OUTPUT	United States	Filed	11957834		12/17/2007	
LRPD-HANDHELD COMPUTING DEVICE CASE WITH AUDIO OUTPUT	United States	Filed	121686513		05/21/2012	
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	European Patent Convention	Filed	13463462		05/03/2012	
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Filed	121694947		05/25/2012	
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Filed	13478474		05/23/2012	
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	United States	Filed	61570524		12/14/2011	
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	United States	Filed	13566174		08/03/2012	
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413070		02/10/2012	D663302
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413078		02/10/2012	D6633734
LXAB-AUDIO DOCK FOR A TABLET COMPUTER	United States	Granted	29413080		02/10/2012	D663303
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	European Community Design	Granted	001885518		07/01/2011	07/01/2036
LXAB-AUDIO I/O DOCK FOR A TABLET COMPUTER	United States	Granted	29392627		05/24/2011	D654077
					02/14/2012	02/14/2026

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PATENTS OF INMUSIC BRANDS, INC.

Country	Patent Number	Application Number	Patent Date	Grant Date	Database	Expiration Date
United States	PCT/US1133918	06/02/2011				
United States	13151986	06/02/2011				
United States	61570504	12/14/2011				12/14/2012
United States	61594028	02/02/2012				02/02/2013
United States	09722062	11/24/2000	6448484	09/10/2002	11/24/2020	
United States	08226380	04/12/1994	5541781	07/30/1996	04/12/2014	
United States	29411587	01/24/2012				
United States	072527849	07/12/2007				
Japan	2007184170	07/13/2007	4283320	03/27/2009	07/13/2027	
Japan	200919953	01/30/2009				
United States	11824383	06/29/2007				
United States	13294344	11/11/2011				
United States	61587253	01/17/2012				01/17/2013
United States	29330702	01/13/2009	D602914	10/27/2009	10/27/2023	
United States	291117959	02/02/2000	D444147	06/26/2001	06/26/2015	
United States	12562370	09/18/2009	80399724	10/18/2011	09/18/2029	
United States	09603839	06/26/2000	6871051	03/22/2005	06/26/2020	
United States	Docketed					
United States	12959710	12/03/2010				
Germany	403049768	07/21/2003	403049768	12/08/2003	07/21/2028	
Great Britain	3013692	07/17/2003	3013692	07/17/2003	07/17/2028	
United States	29175614	02/06/2003	D494158	08/10/2004	08/10/2018	
United States	08909424	08/11/1997	6175632	01/16/2001	08/11/2017	
United States	Docketed					
United States	Systems					
United States	TONE ARM ASSEMBLY					
United States	TONE ARM ASSEMBLY					
United States	TO NEARM ASSEMBLY BASE					
United States	TOUCH SENSITIVE CONTROL WITH INDICATOR FOR					
United States	MEDIA PLAYING SYSTEM					
United States	UNIVERSAL BEAT SYNCHRONIZATION OF AUDIO AND					
United States	LIGHTING SOURCES WITH INTERACTIVE VISUAL					
United States	CUEING					

EXHIBIT C

Trademarks

See Attached

EXHIBIT C TO IP SECURITY AGREEMENT
TRADEMARKS OF INMUSIC BRANDS, INC.

Trademark Name	Applicant Name	Registration Number	Registration Date	Country	Status	Registration Date	Renewal Date
ADAT		590293	Registered	Australia		12-Nov-1992	12-Nov-2012
ADAT		522493	Registered	Belgium		13-Nov-2012	13-Nov-2012
ADAT		TMA451721	Renewed	Canada		15-Dec-1995	15-Dec-2025
ADAT		92441393	Registered	France		13-Nov-2012	13-Nov-2012
ADAT		2071614	Registered	Germany		15-Jul-1994	30-Nov-2012
ADAT		112777	Registered	Greece		16-Feb-2013	16-Feb-2013
ADAT		199503093	Registered	Hong Kong		19-Apr-1995	15-May-2013
ADAT		654077	Registered	Italy		16-Nov-2012	16-Nov-2012
ADAT		3156170	Registered	Japan		31-May-2016	31-May-2016
ADAT		289359	Registered	Korea, Republic of		30-Apr-2014	30-Apr-2014
ADAT		543935	Registered	Mexico		13-Nov-1992	13-Nov-2012
ADAT		1730159	Registered	Spain		13-Nov-2012	13-Nov-2012
ADAT		329062	Registered	Sweden		27-Nov-2018	27-Nov-2018
ADAT		402311	Registered	Switzerland		12-Nov-2012	12-Nov-2012
ADAT		619467	Registered	Taiwan		31-Oct-2013	31-Oct-2013
ADAT		623062	Registered	Taiwan		30-Nov-2013	14-Dec-2013
ADAT		1810524	Registered	United States of America		14-Dec-1993	14-Dec-2016
ADAT		424971	Registered	Belgium		15-Jul-2016	15-Jul-2016
AKAI		1352121	Registered	France		24-Apr-1986	24-Apr-2016
AKAI		1423695	Renewed	United States of America		06-Jan-1987	06-Jan-2017
AKAI		2145557	Registered	Argentina		11-Jul-1995	11-Jul-2016
AKAI		655776	Registered	Australia		15-Mar-1995	15-Mar-2015
ALESIS		820162663	Renewed	Brazil		13-Oct-1999	13-Oct-2019
ALESIS		820162671	Renewed	Brazil		13-Oct-1999	13-Oct-2019
ALESIS		8123937	Registered	European Community		25-Feb-2009	25-Feb-2019
ALESIS		2712120	Registered	Japan		31-Jan-2016	31-Jan-2016
ALESIS		1676793	Registered	Spain		02-Jan-2002	02-Jan-2022
ALESIS		248387	Registered	Sweden		16-Apr-2023	16-Apr-2023
ALESIS		1347005	Registered	United Kingdom		09-Jun-2015	09-Jun-2015
ALESIS		78385926	Registered	United States of America		06-Jun-2006	06-Jun-2016
ALESIS		73628321	Registered	United States of America		14-Jul-1987	14-Jul-2017
ALESIS		93014852	Registered	Taiwan		15-Aug-2015	15-Aug-2015
ALESIS	(block letters)	300190773	Registered	Hong Kong		24-Sep-2004	02-Apr-2014
(stylized) (SERIES REG.)							
ALESIS (stylized)		2279681	Pending	India			
ALESIS (stylized)		93014831	Registered	Taiwan		30-Jun-2015	30-Jun-2015
ALESIS PERFORMANCE PAD PRO		85174891	Pending	United States of America		21-Mar-1995	21-Mar-2015
ALESIS STUDIO ELECTRONICS		817096574	Registered	Brazil		21-Mar-1995	21-Mar-2015
ALESIS STUDIO ELECTRONICS		817096566	Registered	Brazil			
ALL-STAR GUITAR		85536976	Pending	United States of America			

EXHIBIT C TO IP SECURITY AGREEMENT
TRADEMARKS OF INMUSIC BRANDS, INC.

Trademark Name	Registration Number	Registration Date	Country	Status	Expiry Date	Renewal Date
ALTO and Design	869909	20-Mar-2001	Australia	Registered		20-Mar-2021
ALTO and Design	826627919	20-Mar-2001	Brazil	Pending		24-Sep-2012
ALTO and Design	19841	07-Mar-2003	Ecuador	Registered		28-Mar-2021
ALTO and Design	141428	07-Aug-2007	Egypt	Registered		20-Mar-2011
ALTO and Design	2142503	24-Apr-2002	European Community	Registered		19-Mar-2011
ALTO and Design	499843	05-Mar-2002	Indonesia	Registered		02-May-2002
ALTO and Design	147659	03-Jan-2004	Israel	Registered		20-Mar-2011
ALTO and Design	1005840	27-Feb-2004	Malaysia	Registered		10-May-2021
ALTO and Design	822739	22-Mar-2001	Mexico	Registered		18-Apr-2021
ALTO and Design	76812	22-Mar-2001	Morocco	Registered		22-Mar-2021
ALTO and Design	634266	19-Mar-2001	New Zealand	Registered		19-Mar-2018
ALTO and Design	234514	09-Jan-2003	Russian Federation	Registered		21-Mar-2021
ALTO and Design	99702611	29-Nov-2011	Saudi Arabia	Registered		04-May-2021
ALTO and Design	T01/06219E	04-May-2001	Singapore	Registered		29-Mar-2011
ALTO and Design	2001/05450	29-Mar-2001	South Africa	Registered		22-Mar-2022
ALTO and Design	19195	22-Mar-2001	Tangier	Registered		10-Apr-2015
ALTO and Design	3555863	10-Apr-2007	Uruguay	Registered		
ALTO and Design	1005118	28-Mar-2001	Venezuela	Pending		
ALTO and Design	14752	28-Mar-2001	Yemen, Republic of	Registered		
ALTO PROFESSIONAL		Brazil	Pending			
AMPOCK	855583902	United States of America	Pending			
AMPTOUCH	855584565	United States of America	Pending			
ANTI SHOCK and Design	75450091	United States of America	Registered		03-Oct-2020	03-Oct-2020
AXIOM	2391963	United States of America	Registered		10-Jul-2007	10-Jul-2017
AXIS 4	3262793	United States of America	Registered		03-Nov-2009	03-Nov-2019
BOOM	3704315	United States of America	Registered		27-Oct-2009	27-Oct-2019
CONNECTIV	3702796	United States of America	Registered		10-Feb-2008	10-Feb-2018
COOLFIRE 15	3383347	United States of America	Registered		14-Aug-2007	14-Aug-2017
DESK ROCKER	3280451	European Community	Registered		25-Sep-2008	25-Sep-2018
DESK ROCKER	979874	Intl Registration - Madrid Protocol Only	Registered		25-Sep-2008	25-Sep-2018
DESK ROCKER	77455403	United States of America	Registered		04-Nov-2008	04-Nov-2018
DJ IN A BOX	75450090	United States of America	Registered		07-Nov-2000	07-Nov-2020
DJIO	937322	Intl Registration - Madrid Protocol Only	Registered		06-Sep-2007	06-Sep-2017
DJIO	77124500	Japan	Registered		28-Apr-2009	28-Apr-2019
DJIO	35227477	United States of America	Registered			
DM 8 X KIT	2402458	Pending	Registered			
DM DOCK	937322	Pending	Registered			
DM TOUCH	855584575	Pending	Registered			
	855584605	Pending	Registered			
	855584589	Pending	Registered			

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TRADEMARKS OF INMUSIC BRANDS, INC.

Registration Number	Priority Date	Country	Status	Registration Date	Renewal Date
DUO DECK	855380039	919891	Pending	United States of America	20-Oct-2008
FIT FOR SOUND	981813	919891	Registered	European Community	20-Oct-2008
FIT FOR SOUND	78957474	3393506	Registered	Int'l Registration - Madrid Protocol Only	22-Feb-2007
FIT FOR SOUND and Design		981813	Registered	Japan	22-Feb-2007
FIT FOR SOUND and Design		981813	Registered	United States of America	04-Mar-2008
FIT FOR SOUND and Design		981813	Registered	European Community	20-Oct-2008
FIT FOR SOUND and Design		981813	Registered	Int'l Registration - Madrid Protocol Only	20-Oct-2008
FIT FOR SOUND and Design	77586258	3612350	Registered	Japan	20-Oct-2018
FIT FOR SOUND and Design	85538001	85173872	Pending	United States of America	22-Feb-2017
GUITAR 10		3768366	Published	United States of America	04-Mar-2018
HEAR NO EVIL		4703906	Registered	United States of America	20-Oct-2018
HYPERCONTROL		3134162	Registered	European Community	20-Oct-2018
iDJ	4703906	78514389	Registered	United States of America	30-Mar-2010
IO DOCK		855384621	Pending	United States of America	09-May-2006
IO HUB		855385011	Pending	United States of America	20-Oct-2015
IO MIX		855383018	Pending	United States of America	22-Aug-2006
IO RACK		855383026	Pending	United States of America	22-Aug-2016
ION	1242293	1242293	Registered	Australia	23-May-2009
ION	828580146	828580146	Registered	Brazil	26-May-2009
ION	4102584	4102584	Registered	China (Peoples Republic)	21-Apr-2007
ION		30675947	Registered	Germany	02-Feb-2007
ION		300230651	Registered	Hong Kong	09-Dec-2004
ION	93026845	1146053	Registered	Taiwan	01-Apr-2005
ION	2441309A	2441309A	Registered	United Kingdom	13-Dec-2006
ION	2441309B	2441309B	Registered	United Kingdom	13-Dec-2006
ION		2989365	Registered	United States of America	30-Aug-2005
ION	78425415	1242294	Registered	Australia	23-May-2009
ION and Design	1242294	828580138	Registered	Brazil	26-May-2009
ION and Design	828580138	4102585	Registered	China (Peoples Republic)	21-Apr-2007
ION and Design	4102585	30675948:9	Registered	Germany	02-Feb-2007
ION and Design		300230660	Registered	Hong Kong	09-Dec-2004
ION and Design		1146054	Registered	Taiwan	01-Apr-2005
ION and Design	93026847	2441310B	Registered	United Kingdom	13-Dec-2006
ION and Design	2441310B	2441310A	Registered	United Kingdom	13-Dec-2006
ION and Design	2441310A	78229449	Registered	United States of America	27-Dec-2005
ION and Design	78229449	3034143	Registered	United States of America	30-Aug-2005
ION and Design (cl. 15)	78428380	2989383	Pending	India	30-Aug-2015
ION and Design	2279682				

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TRADEMARKS OF INMUSIC BRANDS, INC.

Reg. No.	App. No.	Registration Date	Country	Registration Status	Registration Date	Country	Registration Status	Registration Date	Country
2441310A	2441310A	13-Dec-2006	United Kingdom	Registered	Pending	United States of America	Registered	25-Sep-2008	European Community
LIVE DRIVE	855380090					European Community	Registered	25-Sep-2008	United States of America
LP2FLASH						Intl Registration - Madrid	Registered	25-Sep-2008	European Community
LP2FLASH						Protocol Only	Registered	25-Sep-2008	Intl Registration - Madrid
LP2FLASH	77436794	979872	Japan	Registered	3604633	United States of America	Registered	07-Apr-2009	United Kingdom
LP2GO						European Community	Registered	23-Oct-2008	European Community
LP2GO						Intl Registration - Madrid	Registered	23-Oct-2008	Intl Registration - Madrid
LP2GO						Protocol Only	Registered	23-Oct-2008	Protocol Only
LP2GO	77564589	983614	Japan	Registered	983614	United States of America	Registered	23-Oct-2008	United States of America
LP2GO						European Community	Registered	24-Jul-2012	European Community
LPDOCK	979875	979875	Japan	Registered	4179676	United States of America	Registered	25-Sep-2008	Intl Registration - Madrid
LPDOCK						European Community	Registered	25-Sep-2008	Protocol Only
LPDOCK						Intl Registration - Madrid	Registered	25-Sep-2008	Protocol Only
LTO	77455396	3664642	United States of America	Registered	4301978	China (Peoples Republic)	Registered	04-Aug-2009	United States of America
LTO and Design			China (Peoples Republic)	Registered	2085300	Argentina	Registered	21-Mar-2007	China (Peoples Republic)
LTO and Design			Argentina	Registered	102073-C	Bolivia	Registered	12-May-2006	Argentina
LTO and Design			Bolivia	Registered	TMA593399	Canada	Registered	26-Jan-2006	Bolivia
LTO and Design			Canada	Registered	951620	Chile	Registered	29-Oct-2003	Canada
LTO and Design			Chile	Registered	1983657	China (Peoples Republic)	Registered	18-Jun-2012	Chile
LTO and Design			China (Peoples Republic)	Registered	241510	Czechoslovakia	Registered	07-Oct-2002	China (Peoples Republic)
LTO and Design			Czechoslovakia	Registered	128253	Guatemala	Registered	21-Feb-2002	Czechoslovakia
LTO and Design			Guatemala	Registered	98901	Iran	Registered	14-May-2002	Guatemala
LTO and Design			Iran	Registered	04-0569904	Korea, Republic of	Registered	14-Nov-2011	Iran
LTO and Design			Korea, Republic of	Registered	0102P142	Nigeria	Pending	26-Dec-2003	Korea, Republic of
LTO and Design			Nigeria	Pending	0103P181	Paraguay	Registered	04-Aug-2002	Nigeria
LTO and Design			Paraguay	Registered	279455	Peru	Registered	21-Jun-2005	Paraguay
LTO and Design			Peru	Registered	82432	Poland	Registered	15-Aug-2002	Peru
LTO and Design			Poland	Registered	R160572	Serbia	Registered	23-Aug-2005	Poland
LTO and Design			Serbia	Registered	46692	Slovakia	Registered	08-Jan-2004	Serbia
LTO and Design			Slovakia	Registered	200181	Thailand	Registered	12-Apr-2001	Slovakia
LTO and Design			Thailand	Registered	TM160486	Turkey	Registered	27-Apr-2001	Thailand
LTO and Design			Turkey	Registered	2001/05513	United Arab Emirates	Registered	28-Mar-2001	Turkey
LTO and Design			United Arab Emirates	Registered	42179	United States of America	Registered	27-Mar-2001	United Arab Emirates
LTO and Design			United States of America	Registered	2940355	European Community	Registered	12-Apr-2005	United States of America
LTO MUSIC, PASSION, DESIGN (stylized)			European Community	Registered	9247016			27-Dec-2010	LTO MUSIC, PASSION, DESIGN (stylized)
								14-Jul-2021	

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Trade Name	Registration Number	Application Number	Registration Date	Renewal Date
LTO MUSIC, PASSION, DESIGN (stylized)	99032845	2984756	Pending	Taiwan
LUNA	1831514	1831514	Registered	United States of America
M-AUDIO	1200480	1200480	Registered	Argentina
M-AUDIO	TMA732778	TMA732778	Registered	Australia
M-AUDIO	8439653	5607627	Pending	Canada
M-AUDIO	8439652	1613589	Registered	China (Peoples Republic)
M-AUDIO	5198610	5198610	Pending	China (Peoples Republic)
M-AUDIO	782123	782123	Registered	European Community
M-AUDIO	707564	707564	Registered	India
M-AUDIO	T07724284E	T07724284E	Registered	Japan
M-AUDIO	T07724283G	566112	Registered	New Zealand
M-AUDIO	200558891	200558891	Registered	Paraguay
M-AUDIO	3047826	3047826	Registered	Singapore
M-AUDIO	2839581	2839581	Registered	Singapore
M-AUDIO	033207401	033207401	Registered	Switzerland
M-AUDIO	85621385	85621385	Pending	Turkey
M-AUDIO	85621399	85621399	Pending	United States of America
M-AUDIO	85621407	85621407	Pending	United States of America
M-AUDIO	6516471	6516471	Registered	United States of America
MICROTRACK	3356041	3356041	Registered	United States of America
MICROTRACK	4114217	4114217	Registered	United States of America
MIXDECK	3336950	3336950	Registered	United States of America
MIXLAB	78442597	3049171	Registered	United States of America
MIXMEISTER	85345435	3968544	Pending	United States of America
MIXTRACK	77952179	923013	Registered	European Community
MPC	923013	923013	Registered	Intl' Registration - Madrid
MULTIMIX	923013	923013	Registered	Protocol Only
MULTIMIX	77022742	3383879	Registered	Japan
MULTIMIX	77497327	3617784	Registered	United States of America
MULTIMIX	11211442	11211442	Registered	Taiwan
MUSIC WITH PASSION	2969628	2969628	Registered	United States of America
NOVA	95579088	95579088	Registered	France
NUMARK	39528223	39528223	Registered	Germany

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Application Number	Registration Number	Country	State	Registration Date	Registration Date
NUMARK	126551	Greece		20-Jan-1995	17-Oct-2015
NUMARK	1996B07917	Hong Kong		20-Jan-1995	20-Jan-2016
NUMARK	1996B07916	Hong Kong		20-Jan-1995	20-Jan-2016
NUMARK	2279677	Pending	India		
NUMARK	RM2005C004601	Registered	Italy		31-Aug-2015
NUMARK	H07-088155	Registered	Japan	30-Jan-1998	30-Jan-2018
NUMARK	457106	Registered	Korea, Republic of	21-Oct-2009	21-Oct-2019
NUMARK	95009652	Registered	Malaysia		14-Sep-2012
NUMARK	161113	Registered	Peru	05-Feb-2010	05-Feb-2020
NUMARK	T95108468F	Registered	Singapore		05-Sep-2015
NUMARK	647580	Renewed	Taiwan	01-Jul-1994	31-Jan-2014
NUMARK	629327	Renewed	Taiwan	16-Jan-1994	31-Jan-2014
NUMARK	642909	Renewed	Taiwan	01-May-1994	31-Jan-2014
NUMARK	645541	Renewed	Taiwan	16-Jun-1994	31-Jan-2014
NUMARK	649801	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK	649803	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK	649804	Renewed	Taiwan	16-Jul-1994	31-Jan-2014
NUMARK	631371	Renewed	Taiwan	01-Feb-1994	31-Jan-2014
NUMARK	645229	Renewed	Taiwan	01-Jun-1994	31-Jan-2014
NUMARK	1529600	Renewed	United Kingdom	27-Nov-2009	27-Nov-2019
NUMARK	1824178	Registered	United States of America	01-Mar-1994	01-Mar-2014
NUMARK	20941	Renewed	Viet Nam		11-Sep-2015
NUMARK	3880009	Registered	China (Peoples Republic)	14-Apr-2006	13-Apr-2016
NUMARK (block letters)	821243381	Registered	Brazil	02-Aug-2005	02-Aug-2015
NUMARK (stylized)	926514	Registered	China (Peoples Republic)	07-Jan-1997	06-Jan-2017
NUMARK (stylized)	7058811	Registered	European Community	09-Jan-2009	11-Jul-2018
NUVJ	77197274	Registered	United States of America	20-Jan-2009	20-Jan-2019
NUVJ	3564365	Registered	European Community		24-Sep-2018
PHOTON	7256092	Registered	United States of America	20-Jan-2009	20-Jan-2019
PHOTON	3563996	Registered	United States of America	26-Sep-2006	26-Sep-2016
PLAYMATE GUITARIST	78470097	Registered	United States of America	10-Jan-2006	10-Jan-2016
POWERED BY ALESIS	78425390	Registered	United States of America		07-Oct-2008
PRO X KICK PEDAL	85585195	Pending	United States of America	10-Jul-2008	07-Oct-2018
PROKEYS	3512196	Registered	European Community	13-Dec-2005	20-Sep-2017
PROSESSIONS	6296198	Registered	United States of America		13-Dec-2015
Q61	3025363	Pending	United States of America		
QX25	85585202	Pending	United States of America		
QX61	85585213	Pending	United States of America		
SAMPLEPAD	85585229	Pending	United States of America		
SCRATCH THE ULTIMATE DI	855336935	Pending	United States of America		

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Trademark Name	Application Number	Registration Status	Country	Registration Date	Security Date
SESSION	5147379	Registered	Japan	04-Jul-2008	04-Jul-2018
SESSION	3281162	Registered	United States of America	14-Aug-2007	14-Aug-2017
SOLARIS	3047691	Registered	United States of America	24-Jan-2006	24-Jan-2016
SPUTNIK	3291910	Registered	United States of America	11-Sep-2007	11-Sep-2017
STAGEPHONES	85585248	Pending	United States of America	23-Dec-2008	23-Dec-2018
STRIKE	3552100	Registered	United States of America	12-Jan-2010	10-Aug-2019
STRIP SEARCH	8481749	Registered	European Community	03-Apr-2012	03-Apr-2022
STRIP SEARCH	77656436	Registered	United States of America	10-Jun-2008	10-Jun-2018
STRUCTURE	4122132	Registered	United States of America	04-Jun-2008	28-Jun-2017
STUDIOPHILE	3445932	Registered	European Community	23-Oct-2007	23-Oct-2017
STUDIOPHILE	6050058	Registered	United States of America	10-Jun-2008	10-Jun-2018
STUDIOPHILE	3316272	Registered	European Community	22-Sep-2008	22-Sep-2018
STUDIOPHILE	3446083	Registered	United States of America	22-Sep-2008	22-Sep-2018
SURGE	979923	Registered	European Community	22-Sep-2008	22-Sep-2018
SURGE	979923	Registered	Int'l Registration - Madrid Protocol Only	22-Sep-2008	22-Sep-2018
SURGE	77497144	Registered	United States of America	13-Mar-2012	13-Mar-2022
SYNCHROSCIENCE	5649462	Registered	European Community	10-Mar-2008	29-Jan-2017
SYNCHROSCIENCE	5057586	Registered	Japan	29-Jun-2007	29-Jun-2017
SYNCHROSCIENCE	3374387	Registered	United States of America	22-Jan-2008	22-Jan-2018
TAPE2PC	980464	Registered	European Community	02-Oct-2008	02-Oct-2018
TAPE2PC	980464	Registered	Int'l Registration - Madrid Protocol Only	02-Oct-2008	02-Oct-2018
TAPE2PC	980464	Registered	Japan	02-Oct-2008	02-Oct-2018
TAPE2PC	77514284	Registered	United States of America	24-Mar-2009	24-Mar-2019
TORQ	5649521	Registered	European Community	29-Apr-2008	29-Jan-2017
TORQ	3374386	Registered	United States of America	22-Jan-2008	22-Jan-2018
TOTAL CONTROL	77124524	Registered	United States of America	15-Apr-2008	15-Apr-2018
TOTAL CONTROL and Design	77390966	Registered	United States of America	23-Sep-2008	23-Sep-2018
TRANSFUSER	6973606	Registered	European Community	09-Jun-2008	09-Jun-2018
TRANSFUSER	3606996	Registered	United States of America	14-Apr-2009	14-Apr-2019
TRANSFUSER	3495994	Registered	United States of America	02-Sep-2008	02-Sep-2018
TRIGGER FINGER	85580144	Pending	European Community	17-Feb-2009	17-Feb-2019
U TRANSFER	994940	Registered	Int'l Registration - Madrid Protocol Only	17-Feb-2009	17-Feb-2019
U-RECORD	994940	Registered	Japan	17-Feb-2009	17-Feb-2019
U-RECORD	994940	Registered	United States of America	28-Apr-2009	28-Apr-2019
VELVET	77586137	Registered	United States of America	22-Jan-2008	22-Jan-2018
VENOM	3612349	Registered	United States of America	11-Jan-2011	11-Jan-2021
VINYL ALIVE	3374341	Registered	United States of America		
VINYL ALIVE	3905822	Pending	United States of America		
VINYL ALIVE	85584525				

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Trademark Name	Registration Number	Registration Date	Status	Country	Registration Date	Status	Country
VINYL FOREVER	85584549		Pending	United States of America			
VIRTUAL VINYL	918401	01-Feb-2017	Registered	European Community	01-Feb-2007	01-Feb-2017	
VIRTUAL VINYL	918401	01-Feb-2017	Registered	Int'l Registration - Madrid	01-Feb-2007	01-Feb-2017	
			Protocol Only				
VIRTUAL VINYL	918401	01-Feb-2017	Registered	Japan	01-Feb-2007	01-Feb-2017	
VIRTUAL VINYL	3438330	27-May-2008	Registered	United States of America	27-May-2008	27-May-2018	
X GUITAR BY ALESIS and Design	3240483	08-May-2007	Registered	United States of America	08-May-2007	08-May-2017	
XCOMPONENT	3482480	05-Aug-2008	Registered	United States of America	05-Aug-2008	05-Aug-2018	
X-SESSION	3249425	05-Jun-2007	Registered	United States of America	05-Jun-2007	05-Jun-2017	

EXHIBIT D

Mask Works

NONE

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